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*An ACT for Inclosing and Dividing Wytham
on the Hill Infield, in the County of Lin-
coln; and for Settling a Stipend on the Vicar,
in lieu of Glebe and Tythes.*

Hereas there is a certain open Common Field lying and be-
ing in the Manor of *Wytham on the Hill*, in the County of
Lincoln, called, known, and distinguished, by the Name
of *Wytham on the Hill Infield*, containing, by Estimation,
One thousand Three hundred and Seventy Acres and Seven-
teen Perches, or thereabouts:

And whereas the Reverend *Woolsey Johnson*, Clerk, is seised of, and intitled
to, the Manor of *Wytham on the Hill* aforesaid, and Patron of the Vicarage of
the Parish-Church of *Wytham*, and also Impropiator of Two-thirds of all
the Tythes, both great and small, arising and renewing within the said
Manor and Parish of *Wytham on the Hill* aforesaid; and *William Ridley*, Clerk,
Vicar of the Parish-Church of *Wytham on the Hill*, and, in Right of the
said Church and Vicarage, is seised of certain Glebe-lands and Hereditaments
lying in the said Common Field; and is also, in that Right, intitled to the
other Third-part of all the said Tythes, both great and small, arising and
renewing within the said Manor and Parish:

And whereas *Ricardo Gulielmo Gasparo Melchior Baltazaro Wynne*, an
Infant, is seised of, and intitled to, the Honour and Manor of *Folkingham*,
in the County of *Lincoln*; and is Lord Paramount of the said Manor of

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Wytham

Wytham on the Hill, which is situate and being within the Limits and Jurisdiction of the said Honour and Manor of *Folkingham*; and is also intituled to all Waifs and Estrays, and other Royalties, within the said Manor of *Wytham on the Hill*; and the Lords or Owners of the same Manor have, for time immemorial, paid a Quit-rent of One Shilling *per Annum*, and have been answerable to, and have paid and done Suit and Service at, the Court held for the said Honour and Manor of *Folkingham*:

And whereas the several Persons herein after-named, being Owners and Proprietors of the said open Common Fields, have, for time immemorial, severally had and enjoyed a Right of Common for all Sorts of Cattle, and several other Rights and Interests in, over, and upon, the said Common Field, according to their respective Rights and Interests therein; and they are also severally and respectively seised of, interested in, and intituled to, the said Common Field Lands in the several Proportions and Quantities herein after-mentioned; that is to say, The said *Woolsey Johnson*, to Nine hundred and Sixty-two Acres Three Roods and Twenty-eight Perches; *William Ridley*, in Right of his said Church and Vicarage, to Two Acres Two Roods and Thirty-one Perches; the said *William Ridley*, *Edward Johnson*, and *Robert Weathers*, as Trustees for the repairing, maintaining, and supporting, the said Parish-Church of *Wytham* aforesaid, and for other charitable Purposes, to Twenty-six Acres Two Roods and Thirty-four Perches; the Earl of *Exeter*, to Three Roods and Ten Perches; *Edward Pauncefort*, to One hundred and Eighty Acres Three Roods and Ten Perches; *Charles Shipley*, to Thirty-four Acres Three Roods and Thirty Perches; *William Gunnell*, to Twenty-three Acres Two Roods and Twenty-five Perches; Sir *John Heathcote*, to Eleven Acres One Rood and Thirty Perches; *Thomas Trollope*, to Eighteen Acres and Twenty-five Perches; *William Exton*, to Sixty-four Acres Three Roods and Ten Perches; *Samuel East*, to Six Acres Three Roods and Twenty-two Perches; *Richard Hardwick*, to Four Acres One Rood and Twenty-eight Perches; *William Taylor*, *John Couzins*, *Andrew Collingwood*, and *Thomas Bayly*, jointly, to Seven Acres One Rood and Sixteen Perches; *Robert Smith*, to Seven Acres Two Roods and Nine Perches; *Richard Sneath*, to Four Acres and Eight Perches; Lord *Brownlow Bertie*, and *Samuel Reynardson*, and Colonel *Bellinedine*, jointly, to One Acre Three Roods and Thirty-three Perches; the said *Edward Johnson*, in his own Right, to One Acre and Twenty-three Perches; *Francis Porter*, to One Rood and Five Perches; and *Robert Hurd*, to Nine Acres and Two Roods; and no other Person or Persons, or Bodies Politick or Corporate whatsoever, have or hath any Property, Right, Share, Title, or Interest, in the said open or Common Field:

And whereas the yearly Value or Income of all the Glebe-lands and Tythes belonging to the said *William Ridley*, as Vicar of the Parish-Church of *Wytham* aforesaid, hath not, one Year with another, amounted to more than the Sum of Fifty-eight Pounds; and there is little or no Prospect of making any further Advantage thereof, so long as the said Field-lands lie intermixed with the Glebe:

And

And whereas it would tend greatly to the Advantage and Benefit of the said *William Ridley*, and his Successors, were they to hold and enjoy only the Parsonage-house, Church-yard, and Garden, and the Homestead or Field thereunto belonging, being Part of the Glebe; and be paid a certain Sum annually, in lieu of, and as a Consideration or Satisfaction for, the Remainder of the Glebe-lands, and the Tythes, which the said *William Ridley*, and his Successors, is or might be intitled to, as Vicars of the Parish-Church of *Wytham* aforesaid: And, to that end, it hath been proposed by the said *Woolsey Johnson*, That in case the said Glebe-lands, and the Tythes last before-mentioned, shall be vested in him the said *Woolsey Johnson*, and his Heirs, freed and discharged from all Claims of the said *William Ridley*, and his Successors, he the said *Woolsey Johnson* shall and will vest in and secure One Annuity or yearly Rent-charge of Seventy Pounds unto the said *William Ridley*, and his Successors, to be charged upon, and issuing and payable out of the said Manor of *Wytham*, and all and singular the Lands, Tenements, and Hereditaments, of him the said *Woolsey Johnson*, situate and being within the said Manor and Parish of *Wytham*, in manner herein after-mentioned; which the said *William Ridley* is willing and desirous to accept of, as it will be a considerable Advancement and Increase of the yearly Income of the said Vicarage:

And whereas the several Lands and Grounds of the respective Owners and Proprietors of the said Common Field lie intermixed and dispersed over the whole Field, in small Parcels, and are most of them inconveniently situated with respect to their several Houses in the Town of *Wytham* aforesaid; by reason whereof a sufficient Quantity of Manure and Compost cannot, without great Difficulty and Expence, be conveyed to the same; nor Trespasses and Disputes, which frequently happen and arise, amongst the said Owners and Proprietors, be prevented; nor any Improvements made, by the said Owners and Proprietors, of their several and respective Estates, Rights, and Interests, in the said open Common Field; unless the said Common Field was inclosed and divided; and therefore, by Articles of Agreement Tripartite, bearing Date the Sixteenth Day of *December* One thousand Seven hundred and Fifty-one, and made, or mentioned to be made, between the said *Woolsey Johnson*, of the First Part; the said *William Ridley*, of the Second Part; and the several Persons who are Owners and Proprietors of, or any-wise interested in, the Common Field before-mentioned, by themselves, Guardians, Attorneys, or Trustees, of the Third Part; after taking notice of the several Rights, Properties, and Agreements, before-mentioned; it was mutually agreed between the said *Woolsey Johnson* and *William Ridley*, and the said *William Ridley*, for himself, and his Successors, did thereby covenant, grant, and agree, to and with the said *Woolsey Johnson*, That it should be lawful for the said *Woolsey Johnson*, and his Heirs, to hold in Severalty the said Glebe-land lying dispersedly in the Fields within the said Parish of *Wytham*; and to divide and fence the same in such Parcels, Parts, and Closes, and in such Manner, as to him should seem meet; and also to hold and enjoy all such Right

Right of Common, and other Privileges and Advantages, as are appurtenant or belonging thereto; and also to have, hold, take, and enjoy, all such Tythes, of what Nature or Kind soever, as the said *William Ridley*, and his Successors, in Right of the said Vicarage, ought to have and receive: And the said *Woolsey Johnson*, for himself, and his Heirs, did thereby covenant and agree with the said *William Ridley*, and his Successors, That he the said *Woolsey Johnson*, or his Heirs, should or would, on or before the Twenty-fifth Day of *April* One thousand Seven hundred and Fifty-three, grant and assure unto the said *William Ridley*, and his Successors, Vicars of the said Vicarage of *Wytham on the Hill*, One Annuity, or yearly Rent-charge, of Seventy Pounds, to be yearly issuing and payable out of all and singular the Lands, Tenements, and Hereditaments, of him the said *Woolsey Johnson*, lying and being within the said Manor and Parish of *Wytham*, to be paid and payable to the said *William Ridley*, and his Successors, by Four equal quarterly Payments, at the Feast of Saint *John* Baptist, Saint *Michael* the Archangel, the Nativity of our Lord Christ, and the Annunciation of the Blessed Virgin *Mary*, clear of all Taxes (except the Land-Tax, and Parish-Rates) then imposed, or thereafter to be imposed, by Authority of Parliament, or otherwise howsoever; the First of the said Payments to be made at the Feast of Saint *John* the Baptist which would be in the Year of our Lord One thousand Seven hundred and Fifty-three; with such Powers of Entry and Distress, in case of Non-payment of the said Annuity, or yearly Rent-charge, of Seventy Pounds, as in the said Articles are particularly mentioned and expressed: And the said *Woolsey Johnson* and *William Ridley* did thereby further covenant and agree, That they would, as far as by Law they could, duly execute all such Deeds, Grants, and Conveyances, as should be necessary and convenient for the performing, perfecting, and establishing, the said Articles: And that the said Annuity, or yearly Rent-charge, of Seventy Pounds, so to be made payable to him the said *William Ridley*, should be accepted and taken by him in lieu of the said Glebe-lands, and in full Satisfaction and Discharge of all Tythes arising, or thereafter to arise, within the Parish of *Wytham* aforesaid: And it was thereby also mutually covenanted and agreed upon, by and between all the said Parties thereto, and the said several Owners and Proprietors, Parties thereto, did consent and agree, That a Division and Inclosure should be made of the said *Wytham upon the Hill Infield*, in Manner, and according to the Rules, Orders, and Directions, therein mentioned, expressed, and directed; and that Application should be made for obtaining an Act of Parliament, with all convenient Speed, for the better making and confirming the said Divisions and Inclosures, and for the absolute and specifick Performance and Confirmation of the Agreement therein before-mentioned to be entered into between the said *Woolsey Johnson* and *William Ridley*; and that the Charges and Expences in and about the soliciting and obtaining such Act of Parliament, and other Matters and Things therein mentioned, should be jointly borne and paid in manner therein mentioned:

But

But although the said Inclosure and Division, and the carrying the said Agreement into Execution, would be a manifest and mutual Advantage to all Persons interested in the Premises, and tend greatly to the Improvement of their several Estates in the said Manor and Parish; Yet, by reason of Infancy, or other Disabilities, in some of the Parties to the said Articles, and other Difficulties which might arise, the same cannot be rendered effectual to answer the Intention of the Parties, nor the said Composition-rent agreed upon be established, without the Aid and Authority of Parliament:

Be it therefore Enacted,

By the KING's most Excellent MAJESTY,

By and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That the said Articles of Agreement, of the Sixteenth Day of *December*, in the Year of our Lord One thousand Seven hundred and Fifty-one (herein before recited), and the several Covenants, Agreements, Articles, Clauses, Powers, Authorities, Provisions, Orders, and Directions, relating thereto, and therein mentioned, inserted, and contained, shall be, and the same are hereby, established, ratified, and confirmed, according to the Purport, and true Meaning thereof; and shall be binding and conclusive, as well to Infants, as all other Persons whatsoever, and be observed and performed as fully and effectually, to all Intents, Constructions, and Purposes whatsoever, as if the same Covenants, Agreements, Clauses, Articles, Powers, Authorities, Provisions, Orders, and Directions, were again repeated and re-enacted in the Body of this present Act; except so far as the same are hereby altered, varied, or otherwise explained.

And it is hereby further Enacted and Declared, by the Authority aforesaid, That *Thomas Jackson* of *Duddington*, in the County of *Northampton*, *Edward Worsdall* of *Ingoldsby*, in the County of *Lincoln*, and *James Seaton* of *Wytham* aforesaid, Gentlemen; which said *Edward Worsdall* and *James Seaton* are Two of the Three Commissioners nominated and appointed in the said recited Articles of Agreement; shall be, and are hereby appointed, Commissioners; and they, and each of them, shall have full Power and Authority, on or before the Sixteenth Day of *December* One thousand Seven hundred and Fifty-two, to order, direct, and appoint, such Person or Persons to make a Survey or Admeasurement of the said Lands and Grounds in the said Parish of *Wytham on the Hill* aforesaid, so agreed to be inclosed and divided, as aforesaid; and to inclose, divide, allot, set forth, and assign, by Metes and Bounds, the same Lands and Grounds unto and amongst all and every the Owners and Proprietors aforesaid, in such manner, and according to such Proportions, Rules, Orders, Directions, and Agreements, as in and by the said recited Articles is and are mentioned, prescribed,

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agreed upon, and directed; so as the said Commissioners, or any Two or more of them, do make their Award and Determination, upon the Matters and Things to them thereby and hereby referred, in Writing under their Hands and Seals, or under the Hands and Seals of any Two or more of them, on or before the Sixteenth Day of *December* One thousand Seven hundred and Fifty-three: And that the said several Lands and Grounds, which shall be so inclosed, divided, and allotted, in pursuance of the said Articles, shall, from and after such Inclosure, Division, and Allotment, be made, be held and enjoyed in Severalty, by the several Persons to whom the same are allotted and assigned, and those claiming under them respectively, according to their several and respective Estates and Interests therein; and shall be accepted and taken in Lieu, Recompence, full Satisfaction, and Compensation, for the several Shares, Parts, Proportions, and Interests, of him, her, and them respectively, of and in the said open or Common Field aforesaid, so agreed to be inclosed and divided, as aforesaid, freed and discharged, and in full Bar, Satisfaction, and Compensation, for all Common Rights, and other Rights whatsoever, belonging to, or claimed or to be claimed by, them, every or any of them, or any other Person or Persons whatsoever, in, over, and upon, the said several Lands and Grounds so agreed to be inclosed and divided, as aforesaid: And that, from and after the said Inclosure and Division shall be made and completed, all Right of Common, and other Rights whatsoever, belonging to, or claimed by, all and every, or any Person or Persons, in, over, or upon, the said Lands and Grounds so agreed to be inclosed, as aforesaid, shall be deemed to have ceased, and be extinguished, and shall accordingly, from thenceforth, cease, and be utterly extinguished, to all Intents and Purposes.

And it is hereby further Enacted and Declared, by the Authority aforesaid, That, for the Surveying and Measuring of the said Lands and Grounds so agreed to be inclosed, as aforesaid, and for the better ascertaining what Shares and Proportions therein each Proprietor or Person interested in the said Lands and Grounds shall have allotted to him, her, or them, respectively, such Surveyor or Surveyors, as shall be nominated or appointed by the said Commissioners, or any Two of them, as aforesaid, and the said Commissioners, and every of them, together with their and each of their Servants, or Persons employed by them, shall, and they hereby have full and free Liberty and Power, at any time or times whensoever, to enter into, view, examine, and admeasure the said Lands and Grounds, and every or any Part thereof.

And it is hereby further Enacted and Declared, by the Authority aforesaid, That all the Glebe Lands and Hereditaments, lying and being in the said common open Field so intended to be inclosed, as aforesaid, which belong to the Vicarage and Church of *Wytham on the Hill* aforesaid; and containing, by Estimation, Two Acres Two Roods and Thirty-one Perches (be the same more or less); and also the Third Part of all the Tythes, both great and small, arising and renewing within the said Manor and Parish of *Wytham*

Wytham on the Hill, which likewise belong to the said Vicarage and Church of *Wytham on the Hill*, with their and every of their Rights, Members, Privileges, and Appurtenances; shall, from after the Twenty-fifth Day of April, which will be in the Year of our Lord One thousand Seven hundred and Fifty-three, be settled upon, and vested in, and the same are hereby from thenceforth settled upon, and vested in, the said *Woolsey Johnson*, his Heirs and Assigns, To the Use of him the said *Woolsey Johnson*, his Heirs and Assigns for ever, freed, exonerated, and discharged, of, from, and against, all Right, Title, Interest, Claims, and Demands, whatsoever, of him the said *William Ridley*, and his Successors, Vicars of the Parish-Church of *Wytham on the Hill* aforesaid, or which he, they, or any of them, can or may have, claim, demand, or be intitled to, of, in, to, or out of the said Glebe Lands, Tythes, Hereditaments, and Premises, every or any Part or Parcel thereof.

And it is hereby further Enacted and Declared, by the Authority aforesaid, That the Annuity or yearly Rent-charge of Seventy Pounds, so covenanted and agreed, in and by the said recited Articles, to be granted unto the said *William Ridley*, and his Successors, Vicars of the Parish-Church of *Wytham on the Hill* aforesaid, in manner therein mentioned, shall, after the same shall be so granted, be held and enjoyed, received and taken, by him the said *William Ridley*, and his Successors, in such and the same manner; and the Lands, Tenements, and Hereditaments, to be charged therewith, shall be subject to such and the same Powers and Remedies, for recovering, getting in, and receiving the same, and every or any Part thereof, as in the same Articles is and are mentioned, and set forth, and that as fully and effectually, to all Intents, Constructions, and Purposes whatsoever, as if the same had been granted and re-enacted in the Body of this present Act: And the same Annuity or yearly Rent-charge of Seventy Pounds is hereby Declared and Enacted to be in lieu of, and as an Equivalent and Compensation for, the Glebe Lands and Tythes by this Act vested in the said *Woolsey Johnson*, his Heirs and Assigns, as before is mentioned.

And be it further Enacted, by the Authority aforesaid, That each and every of the said Owners and Proprietors of the said Lands and Grounds shall inclose and fence such their several and respective Parts, Shares, and Proportions, to be to them respectively allotted therein, as aforesaid, within such time, and in such manner, as the said Commissioners, or any Two of them, shall, by such their Award, in Writing under their Hands and Seals, or the Hands and Seals of any Two of them, direct and appoint: And that in case any Person or Persons, seized or intitled in his, her, or their own Right, or as Guardian, Trustee, or Committee, for any Infant, Feme-Covert, or Lunatick, or Person beyond the Seas, shall neglect or refuse to accept and inclose, his, her, or their Share or Allotment, within the time and in manner afore-mentioned, then the said Commissioners, and their Successors, or the Survivors, or any Two or more of them, shall and may, and they are hereby authorized and impowered, by Indenture under their Hands and Seals, to mortgage and convey the same Shares and

and Allotments unto any Person or Persons, who shall be willing to inclose, bank, hedge, ditch, and fence the same, respectively, his, her, or their Heirs and Assigns, for securing such Sum of Money, to be mentioned and expressed in the said Indenture for that Purpose, as by the said Commissioners, or their Successors, or the Survivors, or any Two or more of them, shall be thought necessary and sufficient to pay and defray the Charges and Expences of such Inclosing, Banking, Hedging, Ditching, and Fencing, and to be made payable, with Interest after the Rate of Four Pounds *per Centum per Annum*, or less, if the same can be got within a reasonable time in the said Mortgage to be limited in that behalf, to the Person or Persons who shall so inclose, bank, hedge, fence, and ditch the same, by the respective Person or Persons who would, for the Time being, be intitled to such Share or Allotment respectively, in case the same were accepted, pursuant to and according to the Tenor and true Meaning of this Act; and to be subject to Redemption, by such Person or Persons respectively, upon Payment of the Principal Money so to be charged thereupon, within the time so to be limited, and not otherwise.

And it is hereby further Declared and Enacted, by the Authority aforesaid, That where any Parcel of Land to be allotted, in pursuance of this Act, shall abut or join upon any Highway, the Hedge, Ditch, and Fence, of the said Allotment, so far as the same abuts or joins upon such Highway, shall be made, repaired, and maintained, at the sole Costs and Charges of the Persons intitled to such Allotment, for the Time being, for ever.

Provided nevertheless, and it is hereby further Enacted and Declared, That in case any Lands or Grounds, upon which any Trees, Underwoods, Hedges, Bushes, or Shrubs, shall, at the time of such Allotment, be standing, growing, or being, shall be allotted and assigned to any Person or Persons, other than such as was the Proprietor thereof, at and immediately before such Allotment; then, and in such case, it shall and may be lawful to and for all such Owners and Proprietors respectively, at any seasonable time or times, within the Space of Two Months next after such Allotment shall be made, to enter into the Lands and Grounds upon which such Trees, Underwoods, Hedges, Bushes, and Shrubs, shall be standing and being; and to fell, cut down, and with Horses, Carts, and Carriages, to take and carry away the same, at his and their Wills and Pleasure.

Provided nevertheless, That if any such Hedges, now standing upon the said Premises, shall be assigned or appointed by the said Commissioners, as or for a Boundary or Fence, for any of the Inclosures so intended to be made, as aforesaid, all such Hedges shall be left for the Benefit of such Person or Persons to whom such new Inclosure shall belong, by virtue of this Act, they making such Allowance or Consideration to the former Owners and Proprietors of such Hedges respectively, immediately before such Allotment, and Division as the said Commissioners, and their Successors, and the Survivors, or any Two or more of them, shall, in that behalf, order and appoint.

And

And be it further Enacted, by the Authority aforesaid, That, before any Meeting of the said Commissioners, authorized by this Act to put the same in Execution, as to the Division and Allotment of the said Lands and Grounds aforesaid, Notice in Writing under their Hands, or under the Hands of any Two of them, shall be given and published on some *Sunday*, in the Parish-Church of *Wytham on the Hill* aforesaid, immediately after divine Service there, where and when the said Commissioners, or any Two of them, intend to meet, in order to put this Act in Execution, as aforesaid: And such Notice shall be given Ten Days before such Meeting: And after such Commissioners, or any Two of them, shall meet according to such Notice, such Commissioners, or any Two of them, so met, are hereby impowered and authorized to adjourn and continue such Meetings by Adjournments from time to time, for the due Execution of this Act, without any other Notice being given: But if any Meeting of the said Commissioners shall be, and such Meeting shall not be continued by Adjournment, then such Notice, as aforesaid, shall be given from time to time, as is herein before directed, before any other such Meeting of the said Commissioners shall be, in order farther to put this Act in Execution.

And be it further Enacted, by the Authority aforesaid, That if any Dispute shall arise touching the Payment of the Charges and Expences in and about the said Articles, and soliciting, obtaining, and passing this Act; and the Charges and Expences of surveying and measuring the said common Field; and all the Charges and Expences of the said Commissioners, in and about the making of their said Award; and also the Charges and Expences of inrolling the said recited Articles and Award, as herein after is mentioned; and all other incidental Charges and Expences whatsoever, relating to the securing to every of the Proprietors aforesaid, in the said open common Field, the Allotments to be made to them respectively, the said Commissioners, or any Two of them, are hereby impowered to settle, allow, and determine the same.

Provided nevertheless, That the said *William Ridley*, and his Successors, Vicars of the said Parish of *Wytham on the Hill* aforesaid, shall not be at any Charges or Expences whatsoever, in or about the said Articles, or this present Act, or the surveying, dividing, allotting, and inclosing the said Lands and Grounds so intended to be inclosed, as aforesaid; or of the preparing or inrolling the said Articles or Award; or any Charges or Expences of the said Commissioners; or any Expences whatsoever, in, about, or concerning the Premises; any thing in the said recited Articles, or in this present Act, contained to the contrary thereof notwithstanding.

Provided also, and it is hereby further Enacted, by the Authority aforesaid, That Executors in Trust, Guardians, Husbands, or Trustees of or for any Person or Persons under Age, or otherwise incapable, by Law, to accept such Allotments as shall be made by the said Commissioners, or any Two of them, shall be, and are hereby required and enabled to accept thereof, for and to the Use of such Person or Persons; and such Acceptance shall be, and is hereby declared to be, as valid and effectual, as if the said Persons had been of Age, or capable of acting for themselves.

And be it further Enacted, by the Authority aforesaid, That this Act, or any thing herein contained, shall not extend, or be construed, deemed, or taken, to extend, to revoke or make void, or in any-wise to alter, any Deed or Deeds, Will or Wills, Settlement or Settlements, Lease or Leases, or to prejudice any Person or Persons having or claiming any Power, Jointure, Portion, Debt, or Incumbrance, out of, upon, or affecting any of the said Lands, Grounds, or common Rights, before-mentioned; or any Part or Parcel thereof, respectively; but that the several Lands and Grounds so to be assigned and allotted, upon the said intended Division and Inclosure, to the several Proprietors of the said Lands, Grounds, or common Rights, respectively, shall, immediately after such Allotment made, be, remain, and enure, and be held and enjoyed, and the several Persons, and Bodies Politick, to whom the same shall be assigned and allotted, shall, from thenceforth severally and respectively stand and be seised thereof, to such and the same Uses, and to and for such and the same Estates, and subject to such and the same Wills, Settlements, Leases, Powers, Limitations, Remainders, Charges, Rents, Services, and Incumbrances, as the several Lands, Grounds, or common Rights, in lieu whereof such several and respective Allotments shall, by virtue of this Act, be so made and assigned, as aforesaid, should and would have been subject and liable to be charged with, and affected by, in case this Act had not been made.

And be it further Enacted, by the Authority aforesaid, That it shall and may be lawful to and for all such Person or Persons, as shall be Tenants in Tail or for Life only, of any of the said Lands so intended to be inclosed, by and with the Consent and Approbation of the said Commissioners and their Successors, or any Two of them, testified under their Hands and Seals, to mortgage his, her, and their Share and Allotment of such Lands unto any Person or Persons whatsoever, for any Term or Number of Years, for raising and securing such Sum and Sums of Money as shall be sufficient and necessary to defray the Expences of inclosing, banking, hedging, and fencing, the Lands to them respectively allotted, and his, her, and their Share and Part of the Expences in and about the Passing this Act; such Sum and Sums of Money to be made payable, with such Interest as the same can be, from time to time, borrowed and procured at, not exceeding Four Pounds *per Centum per Annum*, and to be subject to Redemption by the Person or Persons borrowing the same, or by the Person or Persons who shall be, from time to time, intitled to such Lands so mortgaged, on Payment of the Principal to be charged thereon, together with Interest for the same, as aforesaid; such Tenant or Tenants for Life, from time to time, paying and keeping down the Interest which shall grow due for the Money to be borrowed for the Purposes aforesaid.

Provided also, and be it Enacted, by the Authority aforesaid, That nothing in this Act contained shall be construed to defeat, lessen, or prejudice the Right, Title, and Interest of the said *Ricardo Gulielmo Gasparo Melchior Baltazaro Wynne*, or the Lord or Lords of the Honours and Manor of *Folkingham*, for the Time being, of, in, and to the Seigniority and Royal-
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ties incident and belonging to the said Honour and Manor; but that every such Lord or Lords, for the Time being, shall and may, from time to time, and at all times for ever hereafter, hold and enjoy all Rents, Services, Courts, Perquisites and Profits of Courts, Goods and Chattels of Felons, Fugitives, and Felons of themselves, and Persons put in Exigent, Deodands, Waifs, Estrays, Forfeitures, and other Royalties and Seigniories whatsoever to the said Honour and Manor, or to the Lord or Lords thereof respectively, incident, belonging, or appertaining, in as full, ample, and beneficial manner, to all Intents and Purposes, as they, or any of them, could or might have held and enjoyed the same, in case this Act had not been made.

Provided also, and be it Enacted, by the Authority aforesaid, That nothing in this Act contained shall be construed to defeat, lessen, or prejudice, the Right, Title, and Interest, of the said *Woolsey Johnson*, and his Heirs and Assigns, Lord or Lords of the Manor or Manors, whereof or wherein the said Lands or Grounds, so agreed to be inclosed, are holden, or do lie, of, in, and to the Royalties incident and belonging to the said Manor or Manors; but that every such Lord or Lords, and his, her, and their respective Successors and Assigns for the Time being, shall and may, from time to time, and at all times for ever hereafter, hold and enjoy all Rents, Services, Courts, Perquisites and Profits of Courts, and other Royalties whatsoever, to such Manor or Manors, or to the Lord or Lords thereof respectively, incident, belonging, or appertaining, in as full, ample, and beneficial manner, to all Intents and Purposes, as they, or any of them, could or might have held and enjoyed the same, in case this Act had not been made.

And be it further Enacted, by the Authority aforesaid, That the Award and Determination of the said Commissioners, or any Two of them, for the allowing and dividing the said open Common Field, and for the ascertaining and setting forth all publick and private Ways, and directing and ordering the Banks, Ditches, Fences, Bridges, Gates, Sluices, Watercourses, Drains, Cuts, Hedges, and Stiles, to be made upon the said Inclosures, and other the Matters to them hereby referred, shall be fairly written and ingrossed on Parchment, and be signed and sealed by the said Commissioners, or any Two of them: And the said Award and Determination so to be signed and sealed; and also the said recited Articles of Agreement, shall be inrolled with the Clerk of the Peace for the Division of the County of *Lincoln*, in which the said open Common Field to be inclosed, as aforesaid, doth lie; to the end Recourse may be had to the same, by any Person or Persons interested in the said Inclosure; and a true Copy thereof shall, from time to time, and at all times hereafter, be admitted and allowed in all Courts whatsoever, as legal Evidence of the same.

Saving always to the KING's most Excellent MAJESTY, his Heirs and Successors, and to all and every Person and Persons, Bodies Politick and Corporate, his, her, and their Heirs, Successors, and Administrators (Other than and except the said *Woolsey Johnson*, and *William Ridley*, and his Successors, and the several other Proprietors, and Persons interested in the Lands
and

[illegible]

And be it further Ordered, by the aforesaid Senate, That the Award

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and the level of the water in the river was raised in such